

EPS Portfolios Drafting Agreement

- 1) The undersigned, hereinafter referred to as "Client", hereby retains the services of **Estate Planning Strategies, Inc.**, hereinafter referred to as "EPS", by executing this agreement on the _____ day of _____, 20____, for the Total Fee (shown below) to prepare and draft the selected *Portfolio* and Additional Features - if necessary.
☛ Client may revoke this Agreement without cause within 3 days of date.
- 2) Upon receipt and acceptance of the Retainer Fee, **EPS** shall prepare such for Client. The remainder, *if any*, of Total Fee (Total Fee minus Retainer Fee) shall be due and paid upon delivery of completed *Portfolio* to Client.
- 3) Client may request, at no charge, reasonable changes in the *Portfolio*, within thirty (30) days from the execution of the *Portfolio* documents.
- 4) Client understands that neither **EPS** nor the undersigned Consultant is receiving compensation for "legal counsel" and that any counsel that is given is for the purpose of assisting in the coordination of financial and estate planning goals unique to Client's own needs. Any advice that may be given in the course of an interview is not intended to replace Client's own legal advisor concerning estate planning matters.
- 5) Client understands that although the undersigned Consultant may receive direct compensation from **EPS** for providing educational, administrative, and implementative support relating to Client's *Portfolio*, such Consultant is not held liable, absent fraud, for any damages, under any conditions, by **EPS** or by Client relating to the meaning or function of Client's forthcoming *Portfolio*.
- 6) Client understands that the Law Offices of James G. Knollmiller will act as legal counsel on Client's behalf to prepare an *Estate Planning Portfolio* based on information supplied in this DATA-KIT. Client states all such information provided is complete and represents their desires. The fee stated below includes payment for the Law Offices of James G. Knollmiller.
- 7) Should Client's *own* legal counsel recommend in writing appropriate changes in Client's *Portfolio*, such shall be made without charge.
- 8) Client understands that legal counsel will represent Client to review the completed *Portfolio* for its appropriateness as to the laws of the state of Client's residence. The Fee stated below includes payment for local attorney (if Local Attorney Review) to provide this service. Client will be informed by letter of the name of the attorney who reviews the completed *Portfolio*.

9) Portfolio Selection

- | | | | | |
|---------------------------------|---------------------------------------|---|-----------------------------------|---|
| <input type="checkbox"/> BASIC | <input type="checkbox"/> PROVIDER | <input type="checkbox"/> PROVIDER Plus+ | <input type="checkbox"/> HERITAGE | <input type="checkbox"/> HERITAGE Plus+ |
| <input type="checkbox"/> LEGACY | <input type="checkbox"/> LEGACY Plus+ | <input type="checkbox"/> ILIT | <input type="checkbox"/> CRT | <input type="checkbox"/> Other -see #12 |

Additional Features-

- | | | | | |
|-----------------------------------|--|--|--|--|
| <input type="checkbox"/> TD _____ | <input type="checkbox"/> Local Attorney Review | <input type="checkbox"/> Quick Return | <input type="checkbox"/> Special Bequest | <input type="checkbox"/> Minor's Trust (MT)* |
| <input type="checkbox"/> MT toPAM | <input type="checkbox"/> Special Needs Trust(SNT)* | <input type="checkbox"/> IP for MT/SNT | <input type="checkbox"/> PAM* | <input type="checkbox"/> IP for PAM |
| <input type="checkbox"/> PAT * | <input type="checkbox"/> Modified "A" | <input type="checkbox"/> TRP for "B" | <input type="checkbox"/> TRP for "C" | <input type="checkbox"/> QPD |
| <input type="checkbox"/> GST | <input type="checkbox"/> QDOT | <input type="checkbox"/> Att. Evaluation | <input type="checkbox"/> Att.Customizaiton | <input type="checkbox"/> Other -see #12 |

* If GST is selected, it will also be added to these 'holding' Trusts.

10) TOTAL FEE \$ _____ RETAINER FEE \$ _____

11) _____ CLIENT NAME	x _____ CLIENT SIGNATURE
_____	x _____
CONSULTANT / FIRM	CONSULTANT SIGNATURE

REPRODUCTIONS OF THIS EXECUTED ORIGINAL (WITH REPRODUCED SIGNATURES) SHALL BE DEEMED TO BE ORIGINAL COUNTERPARTS OF THIS AGREEMENT.

NOTE: IF YOU E-MAIL THE QUESTIONNAIRE TO EPS THIS FORM SHOULD BE SIGNED AND FAXED TO EPS AT : 480-595-7865

(Use space below for comments and/or to explain extra fee assessments)

12) _____

Estate Planning Strategies, Inc.

E-mail: eps@epsestateplans.com

FAX : 480-595-7865

Toll Free: 800-399-7887

EPS *Portfolios* eDATA-KIT

OFFICE USE ONLY

STATE:

- _____ ATTORNEY
 TWO WEEKS:
 THREE WEEKS:
 RUSH BY:

Client Number

~ CORE QUESTIONNAIRE - Irrevocable Trusts ~

ILIT W/EPS RLT Check of choice
 ILIT CRT OTHER _____

Client Name

ADD ASSETS, # ___

LIST VALUES UNDER CURRENT OWNER

NOTE: If entered on computer, numbers will automatically add.

Client Spouse Jointly

REAL ESTATE Also Installment Contracts

Residence \$ _____ \$ _____ \$ _____

Other Properties # ___ \$ _____ \$ _____ \$ _____

PERSONAL PROPERTY

Personal Property \$ _____ \$ _____ \$ _____

TITLED ASSETS

Bank Accounts # ___ \$ _____ \$ _____ \$ _____

Brokerage Accounts # ___ \$ _____ \$ _____ \$ _____

Mutual Funds # ___ \$ _____ \$ _____ \$ _____

Stocks # ___ \$ _____ \$ _____ \$ _____

Bonds # ___ \$ _____ \$ _____ \$ _____

Life Insurance (Death Benefit) # ___ \$ _____ \$ _____ \$ _____

Business Value \$ _____ \$ _____ \$ _____

Deferred Annuities # ___ \$ _____ \$ _____ \$ _____

IRA's, etc. # ___ \$ _____ \$ _____ \$ _____

SUB TOTAL \$ _____ (A) \$ _____ (B) \$ _____ (C)

GROSS ESTATE (A)+(B)+(C) = \$ _____

LIABILITIES:

Mortgages, loans, etc. \$ _____ \$ _____ \$ _____

For Liabilities use negative numbers, e.g. -1

NET ESTATE = \$ _____

Financial Advisor Name:

Address:

City:

State:

Zip:

Phone:

FAX:

E-mail:

A) CLIENT (& SPOUSE) PERSONAL INFORMATION

Your Trust name is: _____

Client: MRS. _____ - _____ - _____
MR. _____
MS. _____

Spouse: _____ - _____ - _____
First Name Initial Last Name Social Security No. Date of Birth

Marital Status: Married - Indicate date of marriage: _____ Single Divorced Widowed

Resident Address: (Street) _____ (City) _____
(County) _____ (State) _____ (Zip) _____

Mailing Address is different or Signing Portfolio in another County & State -- Provide data in on page 6

Telephone: _____ - _____ - _____ - _____
Home No. Hours to call Work No. Hours to call

B) BENEFICIARIES OF TRUST

ILIT - Spouse is an Income Beneficiary

ILIT - Persons listed below = Income/Principal Beneficiary(s)

CRT - Persons listed below = Secondary Income Beneficiary(s)

Other: _____

- ◆ List name, age, & relationship of beneficiaries, % to receive from Client's (C/Share), Spouse's (S/Share).
- ◆ On the Relationship line use codes provided below.
- ◆ Use M or F (e.g. NCHM or NCHF) to indicate a male or female:

NCH = Child of Client & Spouse
CCH = Client's Child
SCH = Spouse's Child
ACH = Adopted Child
CAC = Client's Adopted Child
SAC = Spouse's Adopted Child
CSC = Client's Step-Child
SSC = Spouse's Step-Child

NGC = Natural Grandchild
CGC = Client's Grandchild
SGC = Spouse's Grandchild
CSG = Client's Stp-Grndchild
SSG = Spouse's Stp-Grndchild
CNP = Client's Nephew
SNP = Spouse's Nephew
CNC = Client's Niece

SNC = Spouse's Niece
CBR = Client's Brother
SBR = Spouse's Brother
CST = Client's Sister
SST = Spouse's Sister
CPT = Client's Parent
SPT = Spouse's Parent
FRN = Friend of Client(s)

1)	_____	_____	_____	_____	_____	_____ / _____	_____ %
	First Name	Initial	Last Name	Date of Birth	Relationship	C / Share	S / Share
2)	_____	_____	_____	_____	_____	_____ / _____	_____ %
	First Name	Initial	Last Name	Date of Birth	Relationship	C / Share	S / Share
3)	_____	_____	_____	_____	_____	_____ / _____	_____ %
	First Name	Initial	Last Name	Date of Birth	Relationship	C / Share	S / Share
4)	_____	_____	_____	_____	_____	_____ / _____	_____ %
	First Name	Initial	Last Name	Date of Birth	Relationship	C / Share	S / Share
						TOTAL	100% 100%

More beneficiaries - Go to last page

C) DISTRIBUTIONS TO CONTINGENT BENEFICIARIES

If one of your Primary Beneficiaries, see question **B)**, dies before you, who is to receive his or her share?

- 1) Equally among Primary Beneficiary's children; if there are no surviving children or descendants then equally among remaining Primary Beneficiaries.
- 2) 1/2 to Primary Beneficiary's surviving spouse and 1/2 equally among children; if no spouse, then equally to children, if no children or descendants, then equally among remaining Primary Beneficiaries.
- 3) All to Primary Beneficiary's surviving spouse; if no spouse, then equally to Primary Beneficiary's children, if no children or descendants, then equally among remaining Primary Beneficiaries.
- 4) Other _____

D) INITIAL TRUSTEE APPOINTMENTS

Indicate who is to be the initial Trustee of your Trust: ♦ Trustee is one who holds legal title of property in a Trust for a Beneficiary

- 1) Grantor(s) named in question **A)** ♦ Grantor sets up a Trust. Grantor is the initial Trustee and Beneficiary
NOTE: For CRT only.
- 2) Only the person(s) named below: **NOTE: For ILIT**

i) _____ / _____
First Name Initial Last Name Relationship - Use codes from question **B)**

ii) _____ / _____
First Name Initial Last Name Relationship - Use codes from question **B)**

E) SUCCESSOR TRUSTEE APPOINTMENTS

List Successor Trustee Appointees in order of priority and show relationship to you

NOTE: Trustees must be of legal age to serve, 18-21.

i) _____ / _____
First Name Initial Last Name Relationship - Use codes from question **B)**

ii) _____ / _____
First Name Initial Last Name Relationship - Use codes from question **B)**

- 1) Appointee **(i)** shall serve alone; the other Appointee(s) shall serve *in succession* in the event that Appointee **(i)** is unable or unwilling to serve.
- 2) Appointees shall all serve together; in the event that an Appointee is unable or unwilling to serve, then the other Appointee(s) shall serve (together).*
- 3) Other: _____

F) TRUST PROTECTOR

The Trust Protector is someone who is given authority to make certain changes in the Trust. The Trust Protector will not have day to day fiduciary responsibilities only special powers over the Trust or Trustee. The Trust Protector must be a party independent to the Grantor:

- 1) The Trust Protector is: _____ / _____
First Name Initial Last Name Relationship - Use codes from question B)
- 2) General Powers always given to a Trust Protector - **Check ONLY items to be EXCLUDED:**
Change Trust to comply with changing tax law or law of state of situs.
Move situs of Trust to new state
Appoint Successor Trust Protector, to him or herself
If no Successor Trust Protector, adult beneficiaries select new Trust Protector
Oversee Trust actions of the Trustee
- 3) Conditions permitting Trust Protector to change Trust - **COMPLEX** - **Check ONLY items to be EXCLUDED:**
Change in marital status of the Grantor(s)
Change in marital status of a beneficiary
Mental or physical impairment of a Trustee
Trustee becomes adverse to a beneficiary
- 4) Conditions to modify beneficial interests - **COMPLEX** - **Check ONLY items to be EXCLUDED:**
Change in the marital status of Grantor(s)
Change in marital status of a Primary Income Beneficiary or his/her descendants
Other change in status of Primary Income Beneficiary or his/her descendants:
Marital status
Birth of a child
Death of a child
Material change in financial circumstances
Change in status (incapacity, disability, etc.)
Ability of a beneficiary to qualify for government support
Other changes that would affect a beneficiary's enjoyment of Trust assets/income
- 5) Limitation of Trust Protector actions - **COMPLEX** - **Check ONLY items to be EXCLUDED:**
Consent of Grantor (usually limited)
Consent of a majority of adult beneficiaries
Consent of a majority of adult income beneficiaries and guardians of minor beneficiaries.

G) ADDITIONAL ILIT ISSUES

- 1) The Life Insurance to be acquired by the ILIT will have the following:
- | | | |
|------------------------------------|-----------------------|--------------------------------|
| Face Amount: _____ | Annual Premium: _____ | Modal Pay: _____ |
| There will be: _____ beneficiaries | | Annual
Quarterly
Monthly |
- 2) The type of life insurance to fund the ILIT will be:
Second-to-Die *or* One life - If this person dies leaving a surviving spouse - then:
The surviving spouse gets income for his/her life.

2) The type of life insurance to fund the ILIT will be: - **CONTINUED** -

Surviving spouse does not get income – then:

Distribute outright to named beneficiaries

Accumulate until death of spouse, then distribute to named beneficiaries

Combination of the two at the discretion of Trustee

3) Existing policies are to be transferred to the trust. Total current cash value = _____

4) Hanging Powers

When the annual insurance premium divided by the number of beneficiaries (not including spouse) exceeds \$5,000, then using Hanging Powers will prevent the beneficiary from having an annual taxable gift for the amount in excess of \$5,000 or 5% of the trust value. *Provide a copy of the life insurance proposal illustration.*

5) Other than Insurance, you plan to place of the following types of assets in the ILIT:

No other assets

Other _____

H) ADDITIONAL CRT ISSUES

1) Charitable Beneficiary(s) of the CRT (*Provide full legal name and address*)

2) The following have authority to change charitable beneficiary:

Only the Grantor(s)

The Trustee(s)

A majority of the named adult Income Beneficiaries

3) Your tax bracket is: _____%

4) The asset(s) used to fund the Trust will be: Current income of this or these asset is: _____

Cash \$ _____ Stock \$ _____ (Cost basis=CB) \$ _____

Other _____ (CB) \$ _____ Closely held stock \$ _____ (CB) \$ _____

Real Estate - Real Estate has a current mortgage.

5) Annual payment to Income Beneficiary from CRT will be ___% Estimated CRT asset performance: ___%

6) Income payment method: Monthly Quarterly Semi-annually Annually

7) Income paid for: one life two lives and/or term of ___ years

8) Type of CRT:

CRAT

Charitable Remainder Annuity Trust

SCRUT

Straight payment (fixed %) Charitable Remainder Unitrust

NIWOM

Net income without Makeup Charitable Remainder Trust

NIMCRUT

Net income with Makeup (of deficiency) Charitable Remainder Unitrust

FLIP

NIMCRUT then SCRUT Charitable Remainder Unitrust

MISCELLANEOUS

Tell us: 1) & 2) which **EPS Portfolio** you are requesting, 3) what **Holding Trust** or **Special Feature** you want. Click on to go to fill out for this Holding Trust, 4) **Additional Information** and 5) tell us how many **Client Documents** you are sending - **these can be FAXED to 480 - 595 - 7865**. Use the space below to tell us more about any Section of this Questionnaire.

E-Mail or **FAX** the completed **Data-Kit** and **EPS Drafting Agreement**. **FAX** first, then send the check payable to **EPS** for the full fee or 50% of the full fee. If needed, use **EPS** mailing labels.

Call the **EPS** offices at **800-399-7887** if you have any questions.

1) **I L I T PORTFOLIO SELECTED:**

BASIC BASIC Plus+ MULTI-GEN

2) **C R T PORTFOLIO SELECTED:**

BASIC STANDARD CLASSIC

3) **HOLDING TRUSTS & SPECIAL FEATURES:**

Minor's Trust (MT) Special Needs Trust (SNT) PAM/PAL PAT
Incentives for MT/SNT Incentives for PAM/PAL Total Return Provision

4) **ADDITIONAL INFORMATION:**

Transfer Document(s) _____ Quick Return

5) **COPIES OF CLIENT DOCUMENTS FOR NEW TRANSFER DOCUMENTS:**

Prepare ___ Transfer Document(s): All copies enclosed ___ Copies enclosed No copies enclosed

NOTE: Transfer Documents are prepared mainly for Real Estate assets. Therefore, we need a copy(s) of your Clients' deed(s) and any other notes, secured by real estate or other assets. Tax record copies are not acceptable. Legal descriptions are inadequate to create new Transfer Documents.

Other documents included are: _____

TELL US MORE HERE: _____

USE TAB

If you need more space - click here